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Attorney for Secured Creditor
US Bank Trust National Association as Trustee of the Igloo Series III Trust

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

In Re:	)	CASE NO.: 19-00064-LT13
)	
JAMES CALWELL	)	CHAPTER 13
NORMA O DAVIDSON CALWELL)	
	)	RS No.: AT-1
)	
Debtor.	)	DECLARATION IN SUPPORT OF
	)	MOTION FOR RELIEF FROM
	)	AUTOMATIC STAY
)	
	)	Date: 4/25/2019
	)	Time: 10:00 a.m.
	)	Ctrm: 3
	)	Place: 325 West F Street
	)	San Diego, CA 92101
	)	Judge: Laura S Taylor
)	
)	
)	
)	
)	
)	

1
2 I, Raymond Valderama Jr., declare and state as follows:

3 1. I am over the age of eighteen years and not a party to this action. The facts set
4 for the below are known to me personally based upon the review of the business records and I
5 have first-hand knowledge of them. If called as a witness, I could and would testify
6 competently under oath to such facts.

7 2. I am an employee of BSI Financial Services ("BSI" herein), which services the
8 subject loan on behalf of US Bank Trust National Association as Trustee of the Igloo Series III
9 Trust ("Secured Creditor" herein) and am familiar with the subject Deed of Trust and loan in
10 favor of Secured Creditor and the subject Bankruptcy case.

11 3. I am familiar with the manner and procedure by which the records of Secured
12 Creditor are obtained, prepared, and maintained. Those records are obtained, prepared, and
13 maintained by employees or agents of Secured Creditor in the performance of their regular
14 business duties at or near the time, act, conditions, or events recorded thereon. The records are
15 made either by persons with knowledge of the matters they record or from information
16 obtained by person with such knowledge. It is my business practice to maintain these records
17 in the regular course of business.

18 4. Secured Creditor and BSI have been responsible for the handling of all matters
19 relative to the underlying loan prior to the filing of the within motion, including but not limited
20 to processing of all payments received, crediting of received payments, adding all proper
21 charges to the loan, confirming the maintenance of hazard insurance and property taxes,
22 property preservation where appropriate, communicating with and responding to the borrower
23 on all matters relative to the loan, and the commencement of non-judicial foreclosure
24 proceedings where appropriate. All activities on the loan advanced by Secured Creditor were
25 advanced in accordance with the terms of the Note, Deed of Trust, and
26 Forebearance/Modification Change of Terms Agreement.

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2 1. As of August 29, 2018, Movant's loan was post-petition due 21 monthly
3 mortgage payments, which had fallen due under the Note and Deed of Trust.

4 2. As a result, Movant filed a Motion for Relief from the Automatic Stay ("**Motion for**
5 **Relief**") on March 27, 2019, as docket entry 22.

6 3. A Court Order on Adequate Protection was entered on April 19, 2019, as docket
7 Entry 33 ("**Adequate Protection Order**"), which requires regular monthly mortgage
8 payments to be made timely commencing May 1, 2019. A true and correct copy of the order is
9 attached as exhibit "A" and is incorporated herein by reference.

10 4. The Debtors have defaulted under the terms of the APO by failing to tender monthly
11 mortgage payments to Movant for June 1, 2019 and all subsequent payments.

12 5. Pursuant to the terms of the APO, Movant sent a letter detailing the Debtors' default
13 under the terms of the APO on July 18, 2019 ("**APO Default Letter**"). A true and correct copy
14 of the APO Default Letter is attached as Exhibit "B" and incorporated herein by reference.

15 6. The Debtor has failed to cure the default stated in the APO Default Letter.

16 7. As of the date of this Declaration, the Debtor's total default has increased
17 to \$7514.02

18 8. Pursuant to the terms of the APO, if the Debtors failed to cure the default stated in
19 the APO Default Letter within thirty (14) days, Movant is entitled to immediate relief from
20 stay after the filing of a declaration and order with the Court.

21 9. Pursuant to the Deed of Trust, Movant is entitled to recover attorney's fees and costs
22 in connection with the matter herein.

23 10. Pursuant to the Deed of Trust, Movant is entitled to take the necessary steps to
24 protect its security interest in the Property, including advancing taxes, insurance, foreclosure
25 fees and costs and attorney's fees and costs and to assess the costs plus interest, to the balance
26 due under the loan.

27 ///

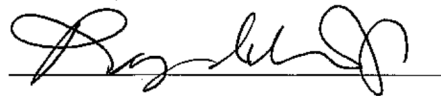
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1 ///

2 11. Movant seeks relief from stay herein to proceed with its non-bankruptcy remedies
3 including, but not limited to, continuing its efforts to foreclosure upon the Property, obtaining
4 possession of and selling the Property.

5
6 I declare under penalty of perjury under the laws of the United States of America that the
7 foregoing is true and correct and executed this 6th day of ^{SEPTEMBER}~~AUGUST~~ 2019 at IRVING
8 _____, CALIFORNIA.

9
10 

11 RAYMOND VALDERAMA JR.
12 Declarant

Exhibit “A”

CSD 1159A [07/01/18]

Name, Address, Telephone No. & I.D. No.

Kristin A. Zilberstein, Esq. (SBN: 200041)

Jennifer R. Bergh, Esq. (SBN 305219)

Adam P. Thursby, Esq. (SBN 318465)

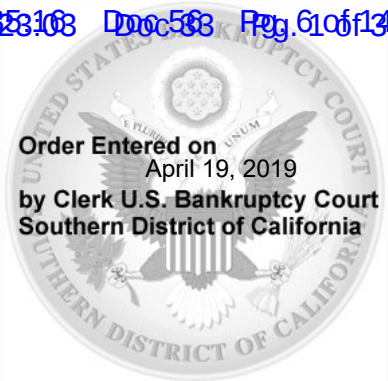
GHIDOTTI | BERGER LLP

1920 Old Tustin Ave.

Santa Ana, CA 92705

Ph: (949) 427-2010 ext. 1010

Fax: (949) 427-2732



Order Entered on
April 19, 2019
by Clerk U.S. Bankruptcy Court
Southern District of California

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

325 West F Street, San Diego, California 92101-6991

In Re James A Calwell and Norma O. Davidson Calwell

Debtor.

BANKRUPTCY NO. 19-00064-LT13

U.S. Bank Trust, N.A., as Trustee of the Igloo Series III Trust

Movant(s)

RS NO. KAZ-1

v. James A Calwell and Norma O. Davidson Calwell

Respondent(s)

Date of Hearing: 4/25/2019
Time of Hearing: 10:00 AM
Name of Judge: Laura S. Taylor

ORDER ON
Motion for Relief from the Automatic Stay

The court orders as set forth on the continuation pages attached and numbered 2 through 3 with exhibits, if any, for a total of 3 pages. Motion/Application Docket Entry No. 22 .

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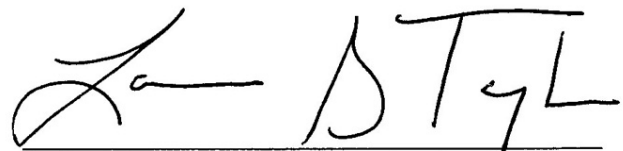
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DATED: April 19, 2019



Judge, United States Bankruptcy Court

ORDER ON Motion for Relief from the Automatic Stay

DEBTOR: James A Calwell and Norma O. Davidson Calwell

CASE NO.: 19-00064-LT13

RS NO.: KAZ-1

U.S. Bank Trust, N.A., as Trustee of the Igloo Series III Trust, its successors and/or assigns ("Movant") and Debtors, James A Calwell and Norma O. Davidson Calwell ("Debtors") by and through their respective counsel STIPULATE as follows:

- 1) This Stipulation affects the real property commonly known as, 3720 VIA DEL CONQUISTADOR, San Diego, CA 92117.
- 2) Commencing May 1, 2019, Debtors shall make regular monthly post-petition payments in the amount of \$2,460.25 and continuing on the first day of each month thereafter pursuant to the terms of the Note and Deed of Trust.
- 3) Payments shall be made directly to Movant's servicer, BSI Financial Services, at 314 S Franklin Street, Titusville, PA 16354, with reference to the last four digits of the loan number 3414, or as otherwise directed.
- 4) Debtors have a post-petition default of \$10,872.00 including four missed payments of \$2,460.25 each and \$1,031.00 attorneys fees and costs associated with the filing of the Motion for Relief.
- 5) Commencing May 15, 2019 through and including October 15, 2019, Debtors shall make payments of \$1,1812.00 to cure the post-petition default.
- 6) The stay shall remain in place as long as the monthly payments and cure payments are made.
- 7) The Debtors shall timely perform all of their obligations under Movant's loan documents as they come due.
- 8) In the event Debtors fail to timely perform any of the obligations set forth in this Order, Movant shall notify Debtor and Debtor's counsel of the default in writing. Movant shall give Debtors written notice of the default by U.S. mail. Debtors shall have ten (10) calendar days from the date of the written notification to cure the default.
- 9) If Debtors fail to cure the default within ten (10) days of the date of service of the notice, Movant may file and serve a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the court may grant without further notice or hearing.
- 10) Notwithstanding anything contained in this Adequate Protection Agreement to the contrary, the Debtors shall be entitled to a maximum of three (3) Notices of Default and Opportunity to cure pursuant to the preceding paragraph. Once the Debtors has defaulted one time on the obligations imposed by this order and has been served with three (3) Notices of Default, Movant is relieved of any obligation to serve additional notices of default or to provide additional opportunities to cure. If an event of default occurs thereafter, Movant will be entitled, without first serving a notice of default or providing the Debtors with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail the Debtors' failures to perform under this Adequate Protection Agreement, together with a proposed order terminating the stay, which the court may enter without further notice or hearing.
- 11) Movant shall be entitled to charge a fee of \$150.00 for any ten (10) day written notice required because of default.
- 12) Movant may accept any and all payments made pursuant to this Order without prejudice to or waiver of any rights or remedies to which Movant would otherwise have been entitled under applicable nonbankruptcy law.
- 13) This Adequate Protection Agreement is binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated with respect to the Property by court order or by operation of law, this Adequate Protection Agreement ceases to be binding and Movant may proceed to enforce its remedies under applicable nonbankruptcy law against the Property and/or against the Debtor.
- 14) In the event this case is converted to a Chapter 7 proceeding, the Automatic Stay shall be terminated without further notice, order or proceedings of the court. If the Automatic Stay is terminated as a matter of law, the terms of this Order shall immediately cease in effect and Movant may proceed to enforce its remedies under non-bankruptcy law against the Property and/or the Debtor.
- 15) The fourteen day stay described in Bankruptcy Rule 4001(a)(3) is waived upon relief.

ORDER ON Motion for Relief from the Automatic Stay
Debtor James A Calwell and Norma O. Davidson Calwel

CASE NO. 19-00064-LT13
RS NO: KAZ-1

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- 16) If this matter is resolved prior to the hearing date the matter shall be removed from the Court's Calendar.
- 17) The Guideline fees of \$650 in association with the opposition to the Motion for Relief are ordered to be paid through the plan.

/s/ Kristin A. Zilberstein
Kristin A. Zilberstein, Esq.
Counsel for U.S. Bank Trust, N.A., as Trustee of the Igloo Series III Trust



Gregory Highnote, Esq.
Counsel for Debtors

Notice Recipients

District/Off: 0974-3
Case: 19-00064-LT13

User: Admin.
Form ID: pdf01

Date Created: 4/19/2019
Total: 5

Recipients of Notice of Electronic Filing:

tr	David L. Skelton	
aty	Gregory Highnote	Greg@BankruptcySD.com
aty	Kristin A. Zilberstein	bknotifications@ghidottiberger.com

TOTAL: 3

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	James A Calwell	3720 Via Del Conquistador	San Diego, CA 92117
jdb	Norma O. Davidson Calwell	3720 Via Del Conquistador	San Diego, CA 92117

TOTAL: 2

Exhibit “B”



July 18, 2019

Via U.S. Mail and Electronic Mail

Gregory Highnote
Bankruptcy Legal Group
501 West Broadway
Ste 510
San Diego, CA 92101
Greg@BankruptcySD.com

Re: *Mr. and Mrs James and Norma Calwell (the “**Debtors**”); Failure to Tender Payments per the Adequate Protection Order; Loan No.: Redacted (the “**Loan**”); 3720 Via Del Conquistador, San Diego, CA 92117 ; (“**Property**”)*

Dear Mr. Highnote:

As you are aware we US Bank Trust National Association as Trustee of Igoloo Series III Trust, its successors and/or assignees (“**Creditor**”). The purpose of this letter is to notify you of a default under the Adequate Protection Order agreed to by the parties (the “**APO**”). A copy of the Order is enclosed herewith for your reference.

Pursuant to the terms of the APO, the Debtor was required to maintain current on all post-petition monthly mortgage payments commencing May 1, 2019 and continuing the 1st day of each subsequent month to Creditor. . Additionally the debtor was required to make an additional monthly cure payment of \$1,812.00 commencing May 15 2019 and continuing through and including October 15 2019 Our client has informed us that as of 7/14/19, the Debtor has defaulted under the terms of the APO by failing to submit regular monthly mortgage payments and is due for 6/1/2019.

The default is calculated as follows:

2 monthly mortgage payment	@ 2460.25	=	\$4920.50
1 cure payment	@ 1812.00	=	\$1812.00
Less Suspense		=	\$311.07
Attorneys Fees		=	\$150.000
Total Default:			\$6571.43

Gregory Highnote
July 18, 2019
Page 2

As set forth in the APO, this letter shall constitute the 14 day written notice required under the terms of the APO. If payment is not received by our client on or before **July 1, 2019**, we will lodge an order seeking to have the automatic stay lifted.

If you have any questions, please call the undersigned.

Best Regards,

GHIDOTTI BERGER

Adam Thursby, Esq.

Encls.

CC: Norma O. Davidson Calwell
3720 Via Del Conquistador
San Diego, CA 92117

James A Calwell
3720 Via Del Conquistador
San Diego, CA 92117

Kristin A. Zilberstein, Esq. (SBN 200041)
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Fax: (949) 427-2732
athursby@ghidottiberger.com

Attorney for Creditor
US Bank Trust National Association as Trustee of the Igloo Series III Trust

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

In Re:	)	CASE NO.: 19-00064-LT13
)	
James A Calwell,	)	CHAPTER 13
Norma O. Davidson Calwell)	
	)	CERTIFICATE OF SERVICE
Debtors.)	
)	
)	
)	
)	
)	
)	
)	

CERTIFICATE OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of eighteen and not a party to the within action. My business address is: 1920 Old Tustin Avenue, Santa Ana, CA 92705.

I am readily familiar with the business's practice for collection and processing of correspondence for mailing with the United States Postal Service; such correspondence would

be deposited with the United States Postal Service the same day of deposit in the ordinary course of business.

On September 10, 2019 I served the following documents described as:

- DECLARATION IN SUPPORT OF MOTION FOR RELIEF FROM AUTOMATIC STAY**

on the interested parties in this action by placing a true and correct copy thereof in a sealed envelope addressed as follows:

(Via United States Mail)

Debtor

James A Calwell
3720 Via Del Conquistador
San Diego, CA 92117

Joint Debtor

Norma O. Davidson Calwell
3720 Via Del Conquistador
San Diego, CA 92117

U.S. Trustee

United States Trustee
Office of the U.S. Trustee
880 Front Street
Suite 3230
San Diego, CA 92101

Debtor's Counsel

Gregory Highnote
Bankruptcy Legal Group
501 West Broadway
Ste 510
San Diego, CA 92101

Trustee

David L. Skelton
525 B St., Suite 1430
San Diego, CA 92101-4507

xx (By First Class Mail) At my business address, I placed such envelope for deposit with the United States Postal Service by placing them for collection and mailing on that date following ordinary business practices.

 Via Electronic Mail pursuant to the requirements of the Local Bankruptcy Rules of the Eastern District of California

xx (Federal) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 10, 2019 at Santa Ana, California

/s/ Enrique Alarcon
Enrique Alarcon